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LABOR-MANAGEMENT RELATIONS IN COOPERATIVE FOOD-PROCESSING PLANTS

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INTRODUCTION

The volume of farm production in this country has set new records each year since we entered the war. Increases in the production of food alone have been somewhat greater than increases in total farm production, while expansion in the production of processed foods has been even more marked. Cooperative as well as other food processors have greatly expanded their facilities and increased their output.

Acquisition and retention of efficient and adequate plant labor has been one of the most difficult problems cooperatives have faced. As the war progressed and experienced manpower was drained away from food-processing plants to other war industries and to the armed services, the difficulties of filling labor requirements became more and more acute.

With the tightening of the labor supply and the extension of labor unions during the early phases of the war, an increasing awareness developed among cooperative managements of the importance of labor-management relations in cooperative food-processing plants. A number of cooperatives, confronted for the first time with issues involved in collective bargaining, brought their problems to the attention of the Cooperative Research and Service Division staff and sought their counsel and assistance. Many cooperatives were unacquainted with the functions and procedures of Government agencies concerned with labor-management relations, particularly those agencies created as a result of the war. Also much of the labor legislation is relatively new and the labor movement in agriculture has attained nation-wide importance only during the last 10 years.

This study was made to aid cooperative food processors in meeting the various issues which frequently arise in connection with collective bargaining and to explain the functions and procedures of Government agencies established to deal with labor relations. As the study progressed, a confidential report was prepared and made available upon request to the banks for cooperatives and to cooperatives faced with acute labor problems. Brief citations of cooperative association cases are given so that managements of associations may study specific rulings applicable to their own problems. For the further benefit of associations faced with labor difficulties, a directory of the regional offices of the Government agencies dealing with labor relations is presented in an appendix.

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NOTE: The authors desire to express appreciation to various staff members of the War Labor Board; of the U. S. Conciliation Service, the Wage and Hour and Public Contracts Divisions, and the Bureau of Labor Statistics, U. S. Department of Labor, for information supplied concerning the functions of their respective agencies; and to Geo. M. Weber, Cooperative Research and Service Division, for helpful suggestions.

USE OF COLLECTIVE BARGAINING IN LABOR-MANAGEMENT RELATIONS

Collective bargaining is a broad term involving various arrangements which may be entered into between employees and employer, usually through their respective representatives. It is generally manifested in a written union contract between employees and employer in which they mutually agree to the maintenance of certain rights, duties, privileges, and obligations over a specified period of time.

The broad purpose of the union contract or agreement is to define the status of the worker's organization, to specify the terms and conditions of employment, and to set forth the plan for adjusting grievances and disputes that may arise during the life of the agreement. Since these agreements are bilateral, they are correctly referred to as "collective" or "joint" agreements. The term "collective labor agreement" is also appropriate, as it concerns labor, but a more accurate designation is "collective-bargaining contract," since it conveys the idea of groups negotiating and reaching an understanding which becomes a legal agreement on rights, privileges, terms of employment, and other matters, as stipulated therein.

GROWTH AND EXTENT[1]

In 1933 there were only a little over 2,000,000 trade union members, but the number grew to 4,500,000 in 1935, and by 1938 had almost doubled again, reaching 8,500,000. At the beginning of 1944, approximately 13,750,000 workers, or almost 45 percent of all wage earners in private industry, were employed under the terms of union agreements.[2] Such agreements covered 60 percent of all wage earners in manufacturing plants; over 95 percent of all coal miners, longshoremen, and railroad workers; but less than 15 percent of clerical, technical, and professional personnel.

This upward trend has been accelerated during the war by the great increase in employment, by labor legislation, and by the many new and complex problems confronting the worker. If large-scale unemployment can be avoided during the process of conversion in the immediate post-war period, the trend may continue upward. Beyond that period it would be difficult to forecast, since much might depend on changing economic, political, and other factors.

The Bureau of Labor Statistics, U. S. Department of Labor, according to a report of the Economics Branch of the Wage and Hour and Public Contracts Division,[3] estimated that for the canned and preserved foods industry as a whole roughly about 25 percent of the total number of wage earners employed were under written agreements in 1941. However, only about 12 percent of the total number of establishments, according to the Wage and Hour survey, operated under union agreements.

In a study made in 1943 of a number of cooperative associations processing various commodities in different parts of the country, it was revealed that about a fourth had some form of collective bargaining in effect at their plants. To what extent

[1] See "Handbook of American Trade Unions," U. S. Bureau of Labor Statistics Bul. 618, 340 pp, 1936.

[2] Monthly Labor Review, April 1944.

[3] "Canned Fruits and Vegetables and Related Products Industry - Economic Factors Affecting the Establishment of Minimum Wage Rates," Economics Branch, Wage and Hour and Public Contracts Division, U. S. Department of Labor, March 1943. See p. 26.

this sample is representative of cooperative food-processing associations as a whole, cannot be definitely stated.[4]

Before discussing the developments in labor organizations as they concern cooperative food processors, it may be well to describe the types of union recognition now in effect and some of the Government agencies created to deal with industrial relations.

TYPES OF UNION RECOGNITION[5]

Not all groups have used the same terms to describe the same types of union recognition, but the following definitions are now generally accepted in collective bargaining.

Closed Shop

The term "closed shop" has come to be rather narrowly defined as requiring not only complete union membership by all employees covered by the agreement, but that all new employees must be hired through the union or must be members at the time of employment. Most agreements with closed shop recognition provide that if the union is unable to furnish the employer with help within a given period - usually 48 hours - the employer may obtain help from any available source. Such employees must obtain a union clearance card or sign an application to join the union. In January 1944, closed shop agreements covered almost 30 percent of all workers under agreement.

Union Shop

Provision for the union shop grants the employer complete control over the hiring of new employees who need not be union members at the time of hiring. All employees must, however, join the union as a condition of continued employment, usually after a probationary period which may vary considerably in length. During this period the new employees may be discharged or laid off without recourse to appeal through the union. Almost 20 percent of all workers under agreement in January 1944 were covered by union-shop agreements.

In actual practice, the distinction between a closed and a union shop is sometimes more theoretical than real. If a union having a closed shop contract has fairly low initiation fees and is willing to accept as members all persons whom the employer wishes to hire, the situation is not very different from that of a union shop. Also, if all the qualified workers in a particular trade in the community already belong to the union and if the employer of a plant operating under a closed-shop contract can make free selection from among them, subject to seniority rules of agreement, the situation is comparable to that of a union shop. On the other hand, a provision in a union-shop agreement that gives preference in hiring to members creates a situation approximating the closed shop.

[4] An earlier publication of the Farm Credit Administration discusses briefly the extent of unionization in 42 cooperatives including 10 purchasing and 32 marketing associations. See pp. 31-33 of Beers, R. G. "Personnel Management in Farmers' Cooperatives." F.C.A. Cir. C-123, 35 pp., 1941.

[5] "Types of Union Recognition in Effect in December 1942," Memorandum No. 5, prepared by the Industrial Relations Division, Bureau of Labor Statistics, U. S. Department of Labor. See also Monthly Labor Review, April 1944.

Maintenance of Membership

This type of agreement provides that all employees who were members of the union at the time the agreement was signed, or who later join the union, must retain their membership for the duration of the agreement. Maintenance-of-membership agreements are spreading rapidly. At the beginning of 1944, over 20 percent of all workers under agreement were covered by a maintenance-of-membership clause. While provisions of the same general character have been included in agreements in the past, they have become much more common during recent months, largely as a result of decisions of the National War Labor Board, which in some instances granted maintenance of membership when the union requested closed or union shop. Most of the Board's maintenance-of-membership orders provide a 15-day "escape period" during which any members may resign from the union if they so desire.

Preferential Union Shop

Union agreements include many types of preferential shop clauses. In most of them, the preference is limited to hire and lay-off; in others, preference is broadened to include promotion and even seniority rights. It is possible, of course, for preference to be granted covering certain aspects of employment such as promotion and lay-off without granting hiring preference to union members, but this arrangement is rare. Although the agreement states that the union employee shall have preference, it does not bind the employer to hire union before nonunion people. There is no compulsion upon employees to join the union or remain in good standing, but the effect of preferential shop agreements is to encourage continued union membership. Only about 2 or 3 percent of all workers under agreement in January 1944 were covered by such an agreement.

Sole Bargaining Agent

Under this provision the union is granted sole bargaining rights, but no other form of union security. The employer is prevented from dealing with any rival union or group of employees, and the nonunion as well as the union employees work under the terms laid down in the agreement. Unlike the maintenance-of-membership and preferential provisions, this limited form of recognition does not protect the union against membership losses among present employees, since there is no penalty imposed on those who decide to drop their membership or refuse to pay their dues. Unlike the closed and union shop provisions, the right of sole bargaining alone does not provide security against resignations and losses occasioned by changes in plant personnel. About 30 percent of all workers under agreement were covered in January 1944 by a sole bargaining provision.

Union Recognition for Members Only

Workers under this type of agreement are covered by provisions which recognize the union as the bargaining agency for its members only. Such limited recognition would exist only in a situation where a minority of the employees belong to the union; or in an intrastate industry where there is no State labor relations act; or where, although the union has a majority, it has not exercised its rights under the National Labor Relations Act (or similar State labor relations act) to secure exclusive bargaining rights. A clause providing recognition for members only, of course, does not eliminate the possibility of competition within a plant between rival unions or between a labor union and an inside employee association plan.

Check-off

The check-off is a method of deducting from the employees' pay at regular intervals the amounts due the union for dues, fines, initiation fees, or assessments. The check-off provision has no inherent connection with the type of recognition existing at a plant. Ordinarily, however, unions which are well enough established to have a check-off system are likely to have a status beyond that of mere recognition as bargaining agent. Almost a third of all workers under agreement at the beginning of 1944 were covered by agreements providing some form of check-off. Almost all coal miners and a large proportion of the workers in the basic-steel industry were covered by check-off provisions and such clauses were common in aircraft, hosiery, silk and rayon, and cotton-textile agreements.

The check-off provision may establish a general check-off for all employees where a closed shop is in force or, otherwise, for every union member. A more limited type of check-off provision, however, established the deduction only for those employees who file individual written authorization with the employer. The agreement may provide that the authorization holds until withdrawn by the employee or until the expiration date of the agreement. In a number of cases the National War Labor Board has ordered the general check-off for all union employees; and in other cases individual voluntary authorization.

Those requiring more detailed information on types of union recognition are referred to a bulletin of the United States Department of Labor on Union Agreement Provisions.[6]

SETTLEMENT OF GRIEVANCES[7]

Basic wages, hours, and working rules are usually stipulated in a collective-bargaining agreement. Establishment of such a contractual relationship does not, however, remove the possibility of grievances. Most union agreements make some provision for the adjustment of grievances and misunderstandings. Collective bargaining has resulted in general acceptance of three steps in the adjustment of controversies resulting therefrom. These are (1) union-management negotiations, beginning with the foreman in charge of the shop or department where the dispute originates and proceeding up to the highest officials of the company; (2) appeal to an impartial, outside agency or individual if such negotiations fail to secure an adjustment; and (3) restrictions on strikes and lock-outs until other means of settling the dispute have been exhausted.[8]

Machinery for the settlement of disputes consists largely of the following:

Union representatives. - The workers select one or more representatives to negotiate on their behalf with the management in grievance cases. The most common procedure is for the workers in a shop, or in each department of a large plant, to elect one of the plant employees as shop chairman or steward to act as their representative in the initial handling of a grievance. The chairman or steward may function with a shop committee which is also directly elected by the employees whom the committee is to represent. In large plants, this shop committee is composed of the shop chairmen

[6] Union Agreement Provisions, U. S. Bureau of Labor Statistics, Bul. 686, 356 pp., 1942.

[7] "Settlement of Grievances Under Union Agreements," Serial No. R. 1072, Bureau of Labor Statistics, U. S. Department of Labor, Feb. 1940, 26 pp.

[8] The War Labor Disputes Act, relating to the use and operation by the United States of certain plants, mines, and facilities in the prosecution of the war, and preventing strikes, lock-outs, and stoppages of production, makes definite provisions regarding interference with Government operation of plants. Public Law 89, 78th Congress, June 25, 1943.

elected from the various departments. Occasionally, these shop officers are appointed by the local union rather than elected by those members of the local who work in the particular shop. The shop representatives may be required to receive instructions from the membership before taking any action, and in some shops, meetings of all the union members are held frequently to discuss grievances and to instruct their representatives. In other cases, the shop committee may proceed without consulting the membership in advance.

The shop chairman is responsible in the shop for securing compliance with the terms of the union agreement and for adjusting disputes; the business agent has this responsibility for the plants covered by the union's agreements in the city. He keeps in touch with the work of the shop chairmen and handles grievances not settled by them. The business agent is a paid, full-time officer elected by the members of the local union or appointed by a designated union official. He is not an employee of any of the plants covered by the agreements, but is usually experienced in the industry through previous employment. The business agent must have access to the plants under his jurisdiction in order to check on working conditions. He may be allowed to discuss observance of the agreement provisions with members of the union, although in some cases his activities are limited to discussions with the shop chairman or shop-committee members. In some agreements he is required to be accompanied by a company representative.

Employer representatives. - The employee's immediate supervisor, whether foreman, department superintendent, or manager is ordinarily the first negotiator on behalf of the employer in grievance negotiations with the union. In small establishments, the owner himself may handle the initial negotiations.

The role of the immediate supervisor is an important one in the adjustment process. The attitude of the foreman and his experience in union negotiations often determine the number of grievances that will be appealed to higher company officials. For this reason, some large corporations have instituted training courses for foremen and supervisors, instructing them in the terms of the union agreement and the respective rights of workers and management under it.

Joint representatives. - Employer-union committees for the adjustment of grievances are provided for in some agreements. By the appointment of an impartial member such committees become arbitration committees, although an effort is usually made to settle the case prior to calling in any outside person. The large majority of these committees are selected only when the need arises to discuss a particular dispute. Union agreements with employers' associations often establish joint committees on a continuing basis to function throughout the life of the agreement.

Formal procedure. - The initial phases of grievance adjustment - the union-management negotiations - have developed into a fairly standardized and formal type of procedure in the larger plants. This is apparent in the orderly method of appeal through successive stages from foreman to top management, and in the practice of writing out grievances on special forms which are signed by each person who handles the case. These forms are used as the basis of appeal at each successive stage.

There are a number of advantages in standardized grievance procedure:[9]

(1) It reduces the possibility of conflicting decisions. In a large plant with many supervisors and stewards, misunderstandings might occur frequently if written records and regular channels of appeal were not provided.

[9]Settling Plant Grievances, U. S. Division of Labor Standards, Bul. 60, 46 pp., 1943.

(2) Formal procedure eliminates the possibility of persons making decisions without proper authority. Under this procedure, each adjuster knows exactly how far and over how many individuals his authority extends. First-line supervisors and stewards know that decisions involving company or union policy must be reserved for higher officials.

(3) Arguments over facts are greatly reduced by the use of the written grievance form. Grievances that have been discussed by representatives of the union and representatives of the employer in individual shops and divisions of the plant without satisfactory settlement may be appealed through successive stages to higher officials of the company and broader groups of union representatives. If a case is appealed through a number of such stages, many different persons would handle it. A written statement signed by each person involved can avoid future misinterpretation as to what actually took place. In this way, much valuable time is saved in committee meetings and at all higher levels of appeal.

(4) Formal procedure reduces the number of unfounded grievances. When a worker must write out his complaint and sign it, the number of trivial complaints turned into the union tend to be reduced.

(5) The use of these forms makes it possible to maintain a record of previous decisions on grievance cases arising in different departments in the plant. This has the advantage of establishing a precedent for decisions in similar grievances which may occur in other departments, or in other plants of the organization.

Procedure in small plant. - The type of procedure which might be followed in a small cooperative plant is shown in the diagram below.

TYPICAL GRIEVANCE PROCEDURE IN SMALL COOPERATIVE PLANT

Step number	Union representative		Cooperative association representative
One	Shop chairman (Steward)	takes up grievance with	Foreman
		If grievance is not settled:	
Two	Union local (Business agent)	takes up grievance with	Manager
		If grievance is still unsettled:	
Three		Arbitration by impartial arbiter or arbitration committee	

Arbitration. - Those disputes which cannot be settled by the union and management in the procedures already outlined are frequently referred to an impartial chairman or to a board of arbitrators. The cost of arbitration is borne jointly by the employer and the union. Usually unadjusted disputes under the agreement may be referred to arbitration upon request of either party. Ordinarily, any question may be referred to arbitration, but in some cases reference is restricted to specific matters. In

most agreements, the decision of the arbitration board is accepted as final. Whenever the agreement is with an employer's association, the association officials are held responsible for the compliance of member companies.

The establishment of a special arbitration division within the Conciliation Service of the U. S. Department of Labor, the arbitration work of many State conciliation services, and the growth of private agencies in this field, all indicate the increasing use of this method of final settlement of disputes. The presence of a third party prevents the possibility of a deadlock and provides a way for a compromise agreement where both sides can yield something without losing face with their respective groups. The recent extension of Government activities into the field of arbitration has placed the services of experienced arbiters within the means of small groups which previously were frequently handicapped by the expense.

Arbitration bodies may be permanent or temporary. When permanent, management and labor mutually select an impartial umpire, or arbitration board headed by an impartial chairman, with the duty of adjudicating all disputes which are appealed from the lower steps of the grievance procedure. This set-up usually occurs in industries which have long been well-organized. The permanent umpire or arbiter does not give all his time to arbitration in one industry, or in handling arbitration cases. The same individual does adjudicate all cases for the particular industry, thus acquiring a thorough knowledge of it and of the interested groups. Payment of one-half his salary by each side tends to insure his independence of decision and impartiality.

Recent ruling on grievance procedure.[10] - According to a recent amended decision of the National Labor Relations Board, the right to bargain collectively concerning the establishment of a grievance procedure and to conduct all bargaining for each and every employee in an appropriate bargaining unit is vested solely in the statutory representative of such employees whether bargaining is engaged in prior or subsequent to the execution of a collective bargaining agreement between employer and the statutory representative. Specifically the Board's decision states:

"The Act confers on the representative selected by a majority of the employees in an appropriate unit the exclusive right to negotiate and contract in behalf of all employees in the unit concerning rates of pay, wages, hours of employment, and other conditions of employment. It thus grants to the exclusive representative the right to contract in behalf of all employees respecting the procedure by which grievances are to be presented and adjusted. Prior to the execution of a collective bargaining contract between the statutory representative and the employer, any adjustment of a 'grievance' constitutes both the establishment of a mode of handling grievances and bargaining respecting a condition of employment. The Act makes it clear that the right to bargain collectively concerning the establishment of a grievance procedure and to conduct all bargaining for each and every employee in the unit is vested solely in the statutory representative. After the execution of a contract, any adjustment of a grievance constitutes, if the subject matter involved is dealt with in the contract an interpretation and application of the contract, or, if the subject matter is not dealt with in the contract, bargaining respecting a condition of employment. Again, it is clear that these rights are vested exclusively in the statutory representative. The interpretation and application of the terms of a contract and the establishment of precedents involved in the adjustment of grievances are often as important, or more important, than the original collective bargaining which led to

[10] 14 LRR 760-761 (August 14, 1944).

the signing of the contract. The statutory representative is exclusively entitled to negotiate concerning such interpretation, application, and precedents. No labor organization other than the representative designated by the majority is entitled to deal with the employer concerning any of these matters respecting employees within the unit.

"We interpret the proviso to Section 9(a) of the Act to mean that individual employees and groups of employees are permitted 'to present grievances to their employer' by appearing in behalf of themselves - although not through any labor organization other than the exclusive representative - at every stage of the grievance procedure, but that the exclusive representative is entitled to be present and negotiate at each such stage concerning the disposition to be made of the grievance. If, at any level of the established grievance procedure, there is an agreement between the employer, the exclusive representative, and the individual or group, disposition of the grievance is thereby achieved. Failing agreement of all three parties, any dissatisfied party may carry the grievance through subsequent machinery until the established grievance procedure is exhausted.

"The individual employee or group of employees cannot present grievances under any procedure except that provided in the contract, where there exists a collective agreement. At each step in the grievance procedure, where the contract provides for presentation by a union representative, as does the union's contract in this case above the foreman's level, the individual employee or group of employees has the right to present his or its grievance in person, with the union representative being present to negotiate with the employer representative concerning the disposition to be made of the grievance. Where there has been no grievance machinery provided by agreement between the employer and the statutory representative, the employer must bargain in good faith with the representative respecting the procedure to be followed. Only where the exclusive representative refuses to attend meetings, as prescribed in the grievance procedures established, for the purpose of negotiating in regard to the disposition of grievances presented by individuals or groups of employees, or otherwise refuses to participate in the disposition of such grievances, may the employer meet with the individuals or groups of employees alone and adjust the grievances and any adjustment so effectuated must be consistent in its substantive aspects with the terms of any agreement which the employer may have made with the exclusive representative. Where the steps provided in the contract have been exhausted and after good faith negotiations the employer and the exclusive representative reach an impasse concerning the disposition of any grievance for which the contract does not provide arbitration or other solution, the employer is free to dispose of the grievance, provided, of course, that any such adjustment of the grievance is consistent in its substantive aspects with the terms of any outstanding contract between the employer and the exclusive representative."

Those desiring additional information on grievance procedures are referred to the previously mentioned publication of the U. S. Department of Labor on Union Agreement Provisions.[11]

[11] See footnote 5, page 3.

FUNCTIONS OF GOVERNMENT AGENCIES CONCERNED WITH LABOR-MANAGEMENT RELATIONS

Brief descriptions are here presented of some of the Government agencies created to deal with problems arising between labor and management. Only those agencies likely to have jurisdiction in labor problems involving cooperative food-processing plants are included; namely, the United States Conciliation Service, National Labor Relations Board, National War Labor Board, and the Wage and Hour and Public Contracts Divisions of the United States Department of Labor. Directories of these agencies appear in the Appendix.

UNITED STATES CONCILIATION SERVICE[12]

Labor, management, and the public have long discussed the importance of harmony between those who work and those who direct work. But with the declaration of war, labor-management harmony became imperative. Maximum production became the keynote of the Nation's effort in winning the war. The work of the Conciliation Service rapidly increased as both sides desired to settle all cases of disagreement before they approached the point of work stoppage.

The U. S. Conciliation Service of the Department of Labor was established as an impartial agency to receive voluntary appeals for its services to promote harmonious labor-management relations. In the 30 years of its existence, the Service has obtained the settlement of many cases through conciliation and arbitration. Prompted by the need for more expeditious handling of wartime labor disputes and the dovetailing of its activities with those of the War Labor Board, the Service has decentralized its activities on a regional basis. The Service Administrative staff in Washington has directed the work of approximately 300 Commissioners of Conciliation stationed in the important industrial and commercial centers of the country. There are now established 5 regional offices from which these conciliators are assigned directly to cases. Boundary lines of the Conciliation Service regions correspond in general to those of the War Labor Board, although each Conciliation Service region includes two or three War Labor Board regions.

The Commissioners of Conciliation handle cases of all kinds: Strikes, lockouts, threatened strikes, and various other controversies. They come in on a case when requested by a representative of labor, of management, or of the public. If it is believed to be in the public interest, the service may offer assistance even though it has not been requested.

On entering a case, the conciliator first interviews both parties and then proposes a joint conference, in an effort to help the parties find their own solution to the problems involved.

When the question at issue is work load, or wage payment in relation to the work load, and a solution acceptable to both parties has not been reached around the conference table, the conciliator suggests that a Commissioner with technical training or knowledge of the industry be called in. This is done only at the joint request of labor and management. The findings of the Commissioner are turned over without recommendation for the joint use of labor and management in reaching a settlement.

[12] From material furnished by the United States Conciliation Service, December 1, 1943; revised August 12, 1944.

In some instances, a Commissioner of Conciliation is unable to get a complete settlement. For example, there may have been eight issues involved, but two issues may remain unsolved. In such cases, the Commissioner might encourage labor and management to submit the two issues to voluntary arbitration with both sides agreeing to arbitrate and abide by the decision, or, if within the jurisdiction of the War Labor Board, the issues might be certified, or officially referred, to that Board for a directive order. During 1943, 3,955 cases were so certified to the Board, in almost all of which the Service had decreased the issues involved before certification. In many, the only issue certified to the Board was the question of wages.

Even after a case is certified, the work of the Conciliation Service is not ended. Twelve Commissioners of Conciliation act as regional representatives with the various Regional War Labor Boards. These men sit in with keymen of these Boards, giving information and offering suggestions. Some cases are referred back to the Conciliation Service for further action.

Since the war began, all Commissioners of Conciliation have been directed to give priority to a situation affecting the war effort in any industry to which they have been assigned, and to report to Washington on such cases at least once a day.

Many improvements in labor-management relations have come about largely because both labor and management have felt the need for increased and continuous production during wartime and have resolved to settle their disputes amicably. In many instances those who work and those who direct work are sitting down together for the first time. Of more than 15,000 cases brought to the attention of the Service during 1943, over 95 percent were settled without stoppages.

NATIONAL LABOR RELATIONS BOARD

In 1935, Congress passed the National Labor Relations Act for the purposes of giving statutory protection to the rights of workers to organize and bargain collectively through representatives of their own choosing. The Act requires employers to bargain collectively with representatives of a majority of the employees with respect to rates of pay, wages, hours, or other conditions of employment.

The Act, provides for a Board composed of three members appointed for a term of 5 years by the President, by and with the advice and consent of the Senate. One member is designated to serve as the Chairman of the Board. Any member of the Board may be removed by the President, "upon notice and hearing, for neglect of duty or malfeasance in office, but for no other cause."[13]

By the Act, the Board is empowered "to appoint an executive secretary, and such attorneys, examiners, and regional directors, and such other employees as it may from time to time find necessary for the proper performance of its duties, and as may be from time to time appropriated for by the Congress." It may establish or utilize such regional, local, or other agencies, and utilize such voluntary and uncompensated services as may from time to time be needed. The Act does not permit the Board to appoint individuals for the purpose of conciliation or mediation where such service may be obtained from the Department of Labor. The Board has 19 regional offices and 2 territorial offices at San Juan, P. R., and Honolulu, T. H.[14]

[13] National Labor Relations Act (49 Stat. 449) July 5, 1935.

[14] A directory of the regional and territorial offices appears in the Appendix.

Under the terms of the original Act the Board deals primarily with two types of labor cases: (1) representation, and (2) unfair labor practice.[15] In representation cases, the Act states that "The Board shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof." In the exercise of its function to prevent unfair labor practices, the Board "is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice affecting commerce. This power shall be exclusive, and shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, code, law, or otherwise." An employer's refusal to bargain is declared an unfair labor practice.

The duty to bargain according to a ruling of the Board "encompasses an obligation to enter into discussion and negotiation with an open and fair mind and with a sincere purpose to find a basis of agreement concerning the issues presented, to make contractually binding the understanding upon terms that are reached, and, under ordinary circumstances, to reduce that obligation to a form of assigned, written agreement, if requested to do so by the employees' representatives."[16] This requirement to bargain with the representatives of employees arises only upon request therefor by the representatives designated by a majority of the employees in an appropriate bargaining unit. The employer is not obligated to proceed to deal with the union without verification by it that a majority has actually designated the union as a representative, and a delay in negotiations until such determination can be made is not a refusal to bargain,[17] but the employer must have a bona fide doubt of the union's status. The employer's challenge of the majority status of the union must be raised at the time of the request for a conference between the representatives of the employees and the employer, or as the first point to be discussed at the conference.

If the employer is confronted with conflicting claims of rival labor organizations, he may insist that the question of representation be referred to the National Labor Relations Board, or that it be solved by agreement of the unions involved. When the representation case is referred to the Board, it may direct that an election be held to determine who shall represent the employees. A majority of the votes cast by the employees at such an election determines the bargaining representative. An employer must then bargain with the union chosen by the employees at an election and certified by the Board as their bargaining agent. Refusal to bargain with the union so designated constitutes an unfair labor practice under the Act.

The Act further states that it shall be an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their self-organizational rights; to dominate or interfere with the formation or administration of any labor organization; to discriminate in any term or condition of employment so as to encourage or discourage membership in any labor organization; or to discharge or otherwise discriminate against an employee because he has filed charges or given testimony under the Act.

[15] In 1943, the Board was given the additional duty of conducting strike votes, in accordance with Section 8 of the War Labor Disputes Act (57 Stat. 163, 1943).

[16] Highland Park Mfg. Co., 12 NLRB 1238. See also Globe Cotton Mills v. NLRB, 102 F. 2d 91, CCA 5; NLRB v. Highland Park Mfg. Co., CCA 4, 110 F. 2d 632.

[17] NLRB v. Union Pacific Stages, Inc., 99 F. 2d 153, CCA 9.

Whenever it is charged that any person has engaged in, or is engaging in, any such unfair labor practices, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue, and cause to be served upon such person, a complaint stating the charges in that respect, and containing a notice of hearing before the Board or a member thereof, or the designated agent or agency, at a fixed place not less than 5 days after serving of the complaint. The person complained of shall have the right to file an answer and to appear in person and give testimony at the place and time fixed in the complaint. If it is the opinion of the Board from the testimony taken that the person is engaged in such unfair labor practices, the Board may issue an order requiring the person to cease and desist from such practices, and, if necessary, may resort to court action to secure enforcement of its order.

NATIONAL WAR LABOR BOARD[18]

The National War Labor Board was created shortly after Pearl Harbor as the result of a conference called by the President for the representatives of industry and labor who pledged no strikes or lock-outs for the duration of the war. They agreed to a tripartite War Labor Board with an equal number of members chosen from labor, industry, and the general public, as a democratic and practical method for the settlement of labor disputes during the war. The tripartite War Labor Board was officially created January 12, 1942, by Executive Order 9017, and given authority to settle finally all labor disputes that might interrupt work which contributes to the effective prosecution of the war. Congress, on October 2, 1942, directed the President to issue an order stabilizing prices, wages, and salaries. Executive Order 9250 carried out this Congressional directive and placed the responsibility for wage stabilization on the War Labor Board. In 1943, the Board's stabilization powers were more clearly defined by the President's "hold the line" order of April 8, and the Economic Stabilization Director's clarifying directive of May 12.

Jurisdiction

The National War Labor Board consists of four representatives of the public, four representatives of employees, and four representatives of employers, all of whom are appointed by the President. The Chairman and Vice-Chairman are designated by the President from the members representing the public.

The jurisdiction of the National War Labor Board covers (1) the final disposition of labor disputes, and (2) the approval or disapproval of voluntary wage and salary adjustments.

The War Labor Disputes Act of June 25, 1943,[19] granted the National War Labor Board authority to decide disputes and provide by order the wages, hours, and all other terms and conditions governing the relations between the parties to a labor dispute. The Board was also authorized to conduct public hearings, to require the attendance of witnesses and the production of records, and to issue subpoenas.

Since October 1942, the Board has been entrusted not only with the authority to settle disputes, but also to stabilize wages as a part of the fight against inflation. On

[18] From material furnished by the National War Labor Board office, December 2, 1943; revised August 12, 1944.

[19] Public Law 89, 78th Congress, June 25, 1943.

October 2, 1942, Congress passed an Act directing the President to stabilize all wages and salaries, as far as practicable, on the basis of September 15, 1942 levels.[20]

Under Executive Order 9250, all wages and salaries under $5,000 per annum of employees (with the exceptions given below), not subject to the jurisdiction of the Commissioner of Internal Revenue, are subject to that of the Board. The following employers have been exempted from the regulations of the Board: (a) Employers normally of 8 or less employees,[21] (b) certain governmental and nonprofit organizations, (c) the railroad industry, and (d) employers of farm workers. Farm workers earning less than $2,400 per year are subject to the jurisdiction of the War Food Administrator.

All types of wage adjustments are subject to Board approval, except the following: (a) Increases in wage or salary rates up to 40 cents per hour, (b) increases in wage or salary rates up to 50 cents per hour, if made in accordance with State law, (c) bonus payment to employees entering the armed forces, (d) individual raises for merit, length of service, reclassification, or promotions, provided they meet the requirements of General Order 31 issued by the Board, (e) increases to equalize rates paid to women for work of the same quality and quantity as work done by men in the same plant, and (f) customary bonuses or commissions, if the amount is not greater than last year, when figured on a percentage or incentive basis, if the method of computing is not changed.[22]

All wage adjustments which furnish the basis to increase price ceilings, or to resist otherwise justifiable reductions in price ceilings or increase production costs above levels prevailing in comparable plants or establishments, become effective only if approved by the Economic Stabilization Director.

Wage Policies

General wage stabilization policies have been determined by Congress and the President. The following is an outline of the main criteria by which applications for wage adjustments are appraised:

1. *Correction for maladjustments (Little Steel Formula).* - From January 1, 1941 up to April 1942, when the President delivered his anti-inflation message, the cost-of-living index rose approximately 15 percent. The Board laid down the policy in the Little Steel case, in July 1942, that it would not approve general wage increases to compensate for the rise in the cost of living if employees in a plant or bargaining unit had received general wage increases amounting to 15 percent over their average straight-time earnings in January 1941.

2. *Elimination of substandards.* - Since living conditions vary from area to area, the National War Labor Board has authorized each Regional War Labor Board to decide

[20] 56 Stat. 765 (October 2, 1942).

[21] A decision of the War Labor Board of interest to cooperatives maintaining small payrolls at branch or subsidiary plants involves country elevator establishments which employ not more than eight individuals, and states that such establishments are exempt from applying for War Labor Board approval of wage and salary increases, even though the establishments are part of a chain which employs a total of more than eight persons. The text of the Board's resolution states: "The exemption granted by General Order Four shall apply to any country grain establishment at which not more than eight individuals are employed, even if the employer in all his plants or units employs a total of more than eight individuals." (National War Labor Board Release B-1088, November 4, 1943.)

[22] National War Labor Board, The National Wage Stabilization Code and Its Practical Application, p. 3, May 1944.

what level of wages up to 50 cents per hour may be used to authorize voluntary applications on grounds of substandard wages. In general, the Board will approve voluntary increases up to this stated level. Increases up to 40 cents per hour may be granted without Board approval.

3. *Elimination of gross inequities.* - If the rate for a job, or groups of jobs, in a plant is out of balance with those for immediately related or similar jobs, the Board may permit adjustments to correct intra-plant inequities. It may also permit adjustments on the basis of inter-plant inequalities if the rate for a given job in a plant is substantially below the going rate for that job in the area. For the purpose of correcting these types of inequities, the Board has been authorized (May 12, 1943 Directive clarifying the Executive Order of April 8, 1943) to establish sound and tested minimum going rates for the main occupations in each industry in a given labor market area. These rates are ordinarily established below the average rate for the occupation in a locality. Increases in rates up to the minimum of the going-wage bracket will generally be approved. The bracket for a given occupation is the range of rates normally paid for that occupation in the area.

Adjustments in the rates of individual employees, (not jobs) for merit, length of service, promotions, and reclassifications may be made under General Order 31. These adjustments do not require approval by the Board if the employer has a wage schedule which was properly established, as defined by General Order 31, prior to Wage Stabilization. Such adjustments should not increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices. They must be made in accordance with approvable plans and schedules.

Various kinds of money payments or allowances not generally considered as wages are treated as wages under the wage stabilization program. In this respect, the Board evaluates proposals for vacations with pay, bonuses for contributions to production, sick leave plans, attendance bonuses, and lunch time payments.

Procedures

The Board has set up 12 regional boards to administer the wage stabilization program and settle disputes. Except for cases of national importance, the regional boards process all cases requiring Board approval. The functions of the national board with regard to the regional boards are to formulate regulations and policies which control the regional boards and to sit as a Court of Appeals.

Cases that come before the War Labor Board may be divided into two categories, voluntary and dispute cases. With regard to voluntary cases, if the Wage and Hour Office in the city of the applicant determines that War Labor Board approval for a proposed wage adjustment is necessary, the applicant fills out form NWLB 10. If the proposed wage increase is denied, or if an amount smaller than requested is approved, the employer or the union may appeal the decision to the full membership of the regional board or the national board, depending on the origin of the ruling.

Dispute cases are certified to the War Labor Board when the Conciliation Service fails to bring about a settlement. A tripartite panel or a single referee or hearing officer may be appointed to investigate the facts of a dispute, to hear evidence from the parties, and to make recommendations to the Board. The appropriate board will issue a directive order settling the controversy.

If not satisfied, either party may petition a regional board to reconsider its order. It may also appeal to the National War Labor Board to review a directive order of a regional board. The petition must show that (a) a novel question is involved, (b) procedures have been unfair, (c) the regional board's order exceeds the National War Labor Board's jurisdiction, or (d) the regional board's order runs counter to established policy of the national board. The decision of the national board is final.

Wages in Canning, Packing, and Other Processing Industries

On May 11, 1943, the Director of Economic Stabilization issued a directive, carrying out the recommendations of the War Labor Board for the adjustment of wages of common labor in the canning, packing, and other processing industries. The directive made adjustments contingent on the conditions that they do not exceed (a) "the minimum going rates for common labor on farms in the vicinity, plus the differential (not more than 8 cents per hour) which existed during the 1940 or 1941 processing season between farm and food processing common labor rates," and (b) "the minimum going rates for common labor in the particular labor market area." It provided also that in the event the proposed adjustments furnished a basis to increase prices or resist otherwise justifiable reductions in prices, they would be subject to the approval of the Economic Stabilization Director.

In general, cooperative associations have joined with private processors in their areas in their efforts to secure wage increases. During the 1943 season a number of requests for wage increases for employees were submitted jointly by cooperative and private processors through their State canning associations.

THE WAGE AND HOUR AND PUBLIC CONTRACTS DIVISION, UNITED STATES DEPARTMENT OF LABOR[23]

The Wage and Hour and Public Contracts Division of the United States Department of Labor was set up primarily to administer the Fair Labor Standards Act of 1938[24] and the Walsh-Healey Public Contracts Act.[25] Many added duties have been assumed in connection with the war effort and representatives have been placed in each of the regional offices to accommodate applicants for employee wage adjustments which may be subject to War Labor Board approval. The function of the divisions in this respect is merely to give advice as to whether Board approval is necessary and to aid applicants in filling out the necessary forms.

Fair Labor Standards Act (Commonly Called the Wage-Hour Law)

The provisions of the Fair Labor Standards Act of 1938 are applicable to employees engaged in interstate commerce or in the production of goods for such commerce. The Act requires payment to such employees of a minimum of at least 30 cents per hour, or rates in accordance with wage orders established under section 8 of the statute (not to exceed 40 cents per hour). The majority occupational groups of employees subject to the Fair Labor Standards Act are now covered by wage orders providing for a minimum wage of not less than 40 cents, and all other workers subject to the Act are in

[23] From material supplied by The Wage and Hour and Public Contracts Division, U. S. Department of Labor, December 1, 1943.

[24] Public No. 718, 75th Congress (Approved June 25, 1938).

[25] 49 Stat. 2036 (June 30, 1936).

industries for which recent industry committees have recommended a minimum wage of 40 cents. Employees subject to this law are likewise entitled to receive a time-and-one-half allowance, based on their regular rate of pay, for all hours worked in excess of 40 hours per week. Standards also have been established for the employment of child labor.

Various important exemptions from the wage and hour provisions of the Act are provided in the statute, one of which extends to employees engaged in "agriculture." Employees of cooperative associations, the members or stockholders of which are farmers, are granted no express exemption, however, and are not considered by the Administrator of the Act as falling within the agricultural exemption.

This does not mean that all employees of farmers' cooperative associations are subject to the provisions of the Fair Labor Standards Act since certain exemptions apply to employees engaged in processing certain agricultural commodities.[26]

Application of the Act in Food-Processing Plants

Section 13(a)(10) exempts from both the minimum wage and overtime provisions of the Act "any individual employed within the area of production (as defined by the Administrator), engaged in handling, packing, storing, ginning, compressing, pasteurizing, drying, preparing in their raw or natural state, or canning of agricultural or horticultural commodities for market, or in making cheese or butter or other dairy products."

Section 7(c) exempts from the overtime provisions of the Act, but not from the minimum wage provisions, all employees of any employer engaged in the first processing of, or in canning or packing, perishable or seasonal fresh fruits or vegetables during a period or periods of not more than 14 workweeks in any calendar year in any place of employment where their employer is so engaged. The 14 workweeks need not be consecutive and may apply to clerical employees, watchmen, and maintenance employees. "The effect of this section is to exempt employees of fresh fruit and vegetable canning and freezing plants, and some employees of pickling and preserving plants, from the time and one-half provisions of the Act for 14 weeks per year. Employees are not exempt when performing operations on 'processed' commodities such as dried fruits, frozen fruits, dried beans, pickles, etc., commodities no longer considered perishable or seasonal fresh fruits or vegetables because changes have been effected in their natural form."[27]

Section 7(b)(3) provides an additional 14 weeks partial exemption from the overtime provisions of the Act for employees engaged in an industry found by the Administrator to be of a seasonal nature. Under this provision, time and one-half need be paid only after hours in excess of 12 per day or 56 per week. The Administrator has determined that first processing and canning of perishable or seasonal fresh fruits or vegetables are seasonal in nature, thus giving an additional 14 weeks of partial overtime exemption to employees engaged in the first processing or canning of perishable or seasonal fresh fruits or vegetables.

[26] See Interpretative Bulletin No. 14, issued June 1940 by the Wage and Hour and Public Contracts Divisions, U. S. Department of Labor.

[27] "Canned Fruits and Vegetables and Related Products Industry - Economic Factors Affecting the Establishment of Minimum Wage Rates," Economics Branch, Wage and Hour and Public Contracts Division, U. S. Department of Labor, March 1943, p. 26.

The total of 28 weeks exemption for canned fruit and vegetable employees relieves the majority of plants from the obligation of paying time and one-half for overtime. A survey made by the Women's Bureau[28] showed that of 295 plants canning seasonal fruits and vegetables in 1937, only 15 plants canned during more than 26 weeks. Even among plants canning both seasonal and non-seasonal products 71 out of 151 plants operated fewer than 26 weeks. In many cases, the weeks beyond 26 were non-peak, short weeks in which the hours worked were generally not over 40. In plants canning seasonal products only, approximately 97 percent of the employees worked fewer than 26 weeks, while 89.5 percent of the employees in plants canning both seasonal and nonseasonal products worked fewer than 26 weeks.

Effective October 18, 1943, wages at a rate of not less than 40 cents per hour were required to be paid by food processors engaged in the canning and preserving of fruits and vegetables, according to a wage order issued by the Wage and Hour Division of the United States Department of Labor. The term "preserving" includes pickling, preserving, freezing, cold-packing, drying, dehydrating, and similar processes. In addition to canned fruits and vegetables, the order includes the manufacture of jams, jellies, juices, soups of all kinds, relishes and sauces, vinegar, cider, pectin, and certain other canned foods which contain fruit or vegetables.

Employment of Minors in Food-Processing Plants

Sixteen is the basic minimum age set under the Fair Labor Standards Act of 1938 for employment in canneries. For hazardous work, the minimum is 18. The Act specifically bars the employment of 14- and 15-year olds in any manufacturing occupations, and since it is well established that canning is manufacturing, children in these age groups may not participate in actual canning occupations. They may, however, work in rooms separate and apart from those in which the preparation and processing of the food takes place. Subject to this limitation and the restrictions on hours, 14- and 15-year old children may do the following types of work: Clean, inspect, and otherwise handle containers or lug boxes; handle empty cans or shipping cases; lid boxes by hand; open cartons; case, label, or store canned goods in a warehouse or place where processing is not conducted, provided they do not operate power-driven machines; pile box shooks in storage rooms; or do office work, if not carried on in rooms where manufacturing is done.

Children 14 and 15 years of age may be employed: (1) outside school hours; (2) 3 hours a day and 18 hours a week when schools are in session; (3) 8 hours a day and 40 hours a week when schools are not in session; and (4) between 7:00 a.m. and 7:00 p.m.

For their protection against unintentional violation of the child-labor provisions of the Act, processors should keep on file age certificates for all workers under 18. In all but four States, State employment or age certificates are acceptable as proof of age under the Federal Act; in Idaho, Mississippi, South Carolina, and Texas, Federal certificates of age are issued by branch offices of the Children's Bureau. The State law must be followed if it establishes a higher standard than the Federal. If, however, the Federal is higher, it prevails.

[28] "Application of Labor Legislation to the Fruit and Vegetable Canning and Preserving Industries," Women's Bureau, U. S. Department of Labor, Bulletin No. 176.

Public Contracts Act (Often Referred to as the Walsh-Healey Act)

The labor statute applies to contracts awarded by Government agencies for the manufacture or furnishing of materials, supplies, articles, or equipment in any amount exceeding $10,000.

An employee subject to this act is entitled to receive wages in accordance with minimum wage rates prescribed by the Secretary of Labor for certain specific industries and must be paid one and one-half times his basic hourly rate for all hours in excess of 8 per day or 40 per week, whichever results in the greater compensation. The employment of minors under 16 years of age or convict labor is prohibited, and conditions of safety, sanitation, and health are imposed. Basically, the Act prohibited the employment of girls less than 18 years of age, but at the present time, in accordance with an exemption granted by the Secretary of Labor, girls between the ages of 16 and 18 may be employed provided certain employment conditions are met.

The canning or processing by cooperative associations or corporations of the produce of individual grower-members comes under the Walsh-Healey Act. The Act does not apply to "perishables," and certain products have been expressly declared perishable. The Secretary of Labor has also granted temporary exceptions from the provisions of the Act as to other commodities not expressly declared perishable.

Questions regarding either of the above-mentioned labor statutes should be presented to the appropriate regional office.[29]

COLLECTIVE BARGAINING IN THE FOOD INDUSTRY

Demands for manpower by other war industries and by the armed forces, coupled with expansion of agricultural production, particularly of processed foods, formed a natural setting for the growth of collective bargaining in the food industry. Developing more rapidly in the western States where an important portion of the processed foods are produced, the organized agricultural labor movement of the United States spread to other important food producing and processing areas. It is, therefore, important to trace the early development of organized labor in agriculture and the food processing industries and to note particularly the machinery which labor and management has created for dealing with important labor disputes.

EARLY DEVELOPMENT OF LABOR UNIONS IN AGRICULTURE AND FOOD PROCESSING

The labor movement in American agriculture attained nation-wide importance during the 1930's. Those who desire a detailed account of the agricultural labor movement are referred to a thesis on "Labor Unionism in Agriculture," by Stuart Marshall Jamieson.[30] Farm strikes showed a high degree of concentration by geographic area. States characterized by small diversified family farm economies remained virtually untouched by agricultural labor unions. The dominant factor determining the size and frequency of strikes in each agricultural area appeared to be the prevalence of large-scale farms. In California, organized labor-employer conflict in agriculture surpassed that of

[29] See directory in Appendix.

[30] "Labor Unionism in Agriculture," A thesis presented to the Faculty of the Department of Economics, University of California, by Stuart Marshall Jamieson, May 1943.

any other State. During the period 1930-1939, more than one-half of all agricultural strikes in the United States occurred in this State alone, and included more than two-thirds of all strike participants.

Labor troubles in other States were generally more limited in extent and duration. Most of the strikes were spontaneous in origin or were led by local organizations that were short-lived. The type of farm operations and pattern of labor relations seemed to represent a high stage of development in California in a trend that occurred elsewhere in scattered areas. Strikes, which were confined chiefly to regions in each State where farming was concentrated in the hands of large land-owners and class divisions were pronounced, occurred in certain sections in the Southern cotton-growing region, the citrus belt of Florida, onion-growing tracts in Ohio and Texas, tobacco plantation areas in Connecticut and Massachusetts, cranberry bogs in Massachusetts, and truck-farming sections of New Jersey and Washington.

Field and shed workers in fruit and vegetable crops secured collective bargaining benefits before other types of agricultural workers. Vegetable crops in California and other States were generally grown in close proximity to large cities and towns. Truck farm workers were, therefore, more accessible to the influence of urban trade or industrial unions than were other agricultural laborers. Moreover, large fruit and vegetable shipping companies frequently owned or controlled a major part of the acreage and output in each special crop area. These concerns organized into producer or employer associations.[31] This, in turn, led to union organization on the part of the field and shed workers.

A referendum was sponsored in the three Pacific Coast States for a popular vote to enact State anti-picketing laws. The measure failed to pass in California and Washington. The Oregon proposal passed but was later held unconstitutional.[32]

In 1936, the movement grew rapidly in processing industries related to agriculture. Union organizers were tending to focus their attention on workers in processing plants because, unlike farm laborers, they received legal protection under the terms of the National Labor Relations Act which was enacted in 1935. The more conservative leaders in the AF of L felt that the costs of unionizing seasonal farm laborers outweighed the advantages to be derived, and relinquished the field to other organizations. Unions of agricultural and allied workers in California received support from the increasingly powerful transport workers' organizations, the International Longshoremen's and Warehousemen's Union, and the International Brotherhood of Teamsters. Local unions of agricultural and allied workers began to federate on a regional and State-wide basis during 1936. A national convention was held in Denver, Colorado, in July 1937, attended by representatives of 56 different independent and AF of L-Federal Labor Unions. An international union was established at the convention, and received a charter from the CIO as the United Cannery, Agricultural, Packing-house, and Allied Workers of America, or UCAPAWA.

[31] See Pacific Rural Press (particularly April 25, 1936, p. 558; September 11, 1937, p. 276; December 18, 1937, p. 652; November 28, 1936, p. 609; October 10, 1936, p. 387; July 4, 1936, p. 4; and May 9, 1936, p. 611). For additional information see also Report of the Committee on Education and Labor (78th Congress) pursuant to S. Res. 266 - "Violations of Free Speech and Rights of Labor," Part V, July 8, 1943 (particularly pp. 756, 757, 771, and 772).

[32] American Federation of Labor and Congress of Industrial Organizations v. Bain, 106 P (2d) 544 (1940).

Employer recognition of the strides being made in the organization of canning and processing, employees found expression in the formation, late in 1936, of the employers' association known as California Processors and Growers, Inc. Since the time this employers' organization was formed, much progress has been made by labor and management in settling their differences. This progress is illustrated in the development of a master collective-bargaining agreement between California Processors and Growers, Inc., and the American Federation of Labor and the California State Council of Cannery Unions. The agreement is held in mutually high regard by the processing industry and by labor. It covers 70 percent of the canning industry of central and northern California. Another master contract between the Associated Producers and Packers, an employers' association, and labor (see p. 36) also reflects the extent to which management and labor have been successful in working out their collective-bargaining problems.[33]

Similar to the attempts to secure the State referendums against effective demands for union recognition in the States of California, Washington, and Oregon are the recent efforts to outlaw the closed shop in two other States.[34]

EXTENT OF COLLECTIVE BARGAINING IN 32 COOPERATIVE FOOD-PROCESSING ASSOCIATIONS

Information concerning their labor problems was obtained from 32 cooperative food-processing associations located as follows: 1 in New England, 7 in the Middle Atlantic, 11 in the South Atlantic, 5 in the East North Central, 1 in the West North Central, and 7 in the Pacific States.

Twenty of these associations are processing deciduous fruits and vegetables, 8 are canning citrus, 1 is packing meat, and 1 poultry and eggs, and 2 are producing powdered milk. The fruit-and-vegetable processing operations of some of the associations include quick-freezing and dehydrating as well as canning. The citrus-canning associations include two which are producing large quantities of orange concentrate.

In 7 associations, the processing employees are represented by collective bargaining agents. Employees of 2 other associations are partially organized; in the one case, only the cold-storage employees are represented by a bargaining agent; in the other, only the truck drivers are so represented.

The degree of union security under these collective bargaining agreements ranges from provisions which grant the union sole bargaining rights to those establishing a closed shop.

Well over a majority of the associations where collective bargaining of some type is in effect indicated that their relations with the union were satisfactory.

Three of the associations which are unionized show a maximum employment of 1,200 to 1,600 persons during peak operations. The annual dollar volumes of these 3 associations range from approximately $3,000,000 to over $25,000,000. Another of the associations where labor is organized employs approximately 1,000 workers at each of 2 plants, which have a combined pack of $4,000,000. Two of the other unionized associations employ a maximum of 500 to 600 employees. The value of the pack for one of

[33] See "Employment of Collective Bargaining Agents by Managements," page 32.

[34] Labor Relations Reporter, Vol. 12, p. 249 (April 19, 1943) and the Evening Star (Washington, D. C.), November 25, 1943. See also "Alabama Reneges," Business Week, July 15, 1944, pp. 95 and 96, and Labor Relations Reporter, Vol. 14, p. 459 (June 12, 1944).

these associations was approximately $5,000,000 for the 1943 season. For the other association, the pack for 1943 amounted to about $1,250,000.

Maximum employment during peak operations for the associations whose employees were unorganized ranged from 25 to 750 workers. It appears then that the larger the association or the greater the number of employees, the more likely it is to be unionized. However, employees were organized at one of the milk-powder plants employing 45 workers and at a meat-packing plant employing 260 workers. This might indicate that length of operating season and type of processing are also important factors in unionization.

RECENT CASES INVOLVING COOPERATIVE FOOD PROCESSORS

Some recent collective-bargaining cases involving cooperative food-processing plants are briefly summarized in this section. These statements have been drawn from material presented in periodical issues of the Labor Relations Reporter, from directive orders of the War Labor Board, and from weekly reports of the National Labor Relations Board.

Consolidated Badger Cooperative, Shawano, Wisconsin[35]

The question in this case involved the desire of the association for a single organization unit of employees in its 7 plants throughout the State. The Union had organized the employees at 1 plant. An election to be held at the Shawano plant was directed by the National Labor Relations Board. As a result, the Dairy and Creamery Employees Union (AFL) was certified for the production and maintenance employees at the Shawano plant only.

Land O'Lakes Dairy Company, Whitehall, Wisconsin[36]

This case involved the question of whether the Wisconsin Employment Relations Board had prior jurisdiction. The National Labor Relations Board held that the Wisconsin Board had not, and directed that an election be held, with the result that the General Drivers Union (AFL) was certified by the National Labor Relations Board for monthly-paid production and maintenance employees.

Twin City Milk Producers Association, St. Paul, Minnesota[37]

This case involved union security, vacations, and holiday pay. The association refused to accept the order of the Regional War Labor Board at Chicago to incorporate a union-maintenance clause in its union contract. The case was certified to the National War Labor Board by the Regional Board.

Cherry Growers, Inc., Traverse City, Michigan[38]

Three issues were presented in this case; maintenance of union membership, the check-off, and an increase in the probationary period. The directive order of the War

[35] 13 LRR 161 (October 4, 1943).

[36] 12 LRR 279-280 (April 19, 1943).

[37] 11 LRR 614 (January 11, 1943).

[38] 13 LRR 114 (September 27, 1943) and Directive Order of the Detroit Regional War Labor Board, dated September 8, 1943, in the case of Cherry Growers, Inc., Traverse City, Michigan, and United Cannery, Agricultural, Packing, and Allied Workers of America, CIO, Local 178.

Labor Board followed the recommendations of the panel which had recommended the check-off on the ground that it would ease dues collection difficulties resulting from the fact that union members did not turn out in full strength for meetings and lived in distant farm homes, and that it would also tend to stabilize union membership. The panel found that there was no clear evidence of any anti-union activity on the part of the association nor of practices discouraging activities of the union. It was the opinion, therefore, that the grievance procedure with arbitration as a final step would make a membership-maintenance clause unnecessary.

Exchange Lemon Products Company, Corona, California[39]

The issues in this case included term of contract, wages, and union shop. The union had demanded wage increases for all classifications of the company's employees. The company opposed the union's contentions by pointing out that its skilled employees enjoyed benefits such as continuity of employment, regular vacations, and an opportunity for promotions not present in industry employing similar types of skilled labor. The referee recommended that no general wage increase be granted, but that a 10-cent wage increase be granted for certain skilled craftsmen.

Land O'Lakes Creameries, Inc., Thief River Falls, Minnesota[40]

An election was directed to be held at this plant within 30 days of November 25, 1943. Employees, exclusive of office, clerical, and supervisory employees, were to vote for or against representation by General Drivers and Warehouse Employees, Local Union 581, AFL. The election was held December 21, and the Union was certified for the majority of employees.

Idaho Potato Growers Association, Idaho Falls, Idaho[41]

In this case, the National War Labor Board has modified the order of the Regional Board directing the Association to negotiate with the union for their cellar and warehouse employees. The National War Labor Board recommended that the parties immediately negotiate and endeavor to settle through collective bargaining all outstanding issues regarding wages, hours, and working conditions with the view to reducing agreements to writing and signed contracts.

Imperial Valley Grapefruit Growers Association, El Centro, California[42]

A representation question is raised upon employer's refusal to grant exclusive recognition to union prior to certification. It involves Truck Drivers, Warehousemen, and Helpers Union No. 898 (AFL). Election has been directed by the National Labor Relations Board Unit - truck drivers, warehousemen, and production workers of the Association.

United Growers, Inc., Salem, Oregon[43]

Trial Examiner recommends that association cease and desist from discouraging membership in Cannery Workers Union, Local 23104 (AFL), or from, in any other manner,

[39] 12 LRR 861 (August 9, 1943) and Directive Order of the National War Labor Board, dated July 21, 1943, in the case of the Exchange Lemon Products Corporation (Corona, California) and Citrus Warehouse Workers and Helpers Union, Local 979, AFL.

[40] Releases of the National Labor Relations Board on "Activities of N.L.R.B." December 1, 1943, and January 5, 1944.

[41] Labor Relations Reporter, v. 14, p. 487 (June 19, 1944).

[42] Labor Relations Reporter, v. 14, p. 570 (July 3, 1944).

[43] Activities of National Labor Relations Board for week of July 17 through July 22, 1944.

interfering with, restraining, or coercing employees in their self-organizational rights; offer two employees immediate reinstatement with back pay; and post compliance notices for 60 days. Charges filed by AFL Complaint issued March 23, 1944. Hearings held April 13-15 and 17-18 in Salem, Oregon.

Farm Bureau Fruit Products Co., Bay City, Michigan[44]

The contract between this Association and the United Cannery, Agricultural Packing and Allied Workers of America, Local 82 (CIO) is extended for a period of 30 days with provision for further extension, pending redetermination of the bargaining agent by the National Labor Relations Board through agreement by the parties or a petition filed by the union with the National Labor Relations Board. The Company is engaged in a seasonal industry, where the question of union status is "always a problem." At the time of the panel hearing only two employees were found eligible for union membership in the plant, whereas the peak employment of the Company in September 1943 was 150 employees.

Holly-Hill Fruit Products, Inc., Davenport, Florida[45]

The Supreme Court of the United States has ruled invalid an interpretation of the Wage-Hour Administrator that companies handling farm products "within the area of production," are subject to the Wage-Hour Act if they have more than 7 employees. The law provides an exemption from the wage and hour provisions for "any individual employed within the area of production, engaged in handling, packing, storing, ginning, compressing, pasteurizing, drying, preparing in their raw or natural state, or canning of agricultural or horticultural commodities for market, or in making cheese or butter or other dairy products." Employees of the association had sought overtime wages from 1938 to 1940. The Supreme Court held that the case should be referred to the District Court with instructions to hold the case in abeyance until the Administrator of the Fair Labor Standards Act had defined the term "area of production" in a manner consistent with the authority conferred upon him by Congress.

OTHER DECISIONS OF INTEREST TO COOPERATIVE FOOD PROCESSORS

While cooperative food processors are not involved in the cases discussed under this heading, it is felt that the questions of policy are of considerable interest to them.

California Packing Corporation[46]

An interesting question of jurisdiction of the War Labor Board arose in the case of the California Packing Corporation (Rochelle and DeKalb, Illinois) and United Cannery, Agricultural, Packing, and Allied Workers of America (CIO). The question of representation was raised upon the employer's refusal to grant collective bargaining conferences to the union unless and until certified by the National Labor Relations Board.

[44] 14 LRR 655, July 24, 1944.

[45] Hulbert, Lyman S. Summary of Cases Relating to Farmers' Cooperative Associations. U. S. Department of Agriculture, Farm Credit Administration Summary No. 23, September 1944, pp. 13-16. This case also discussed in the July 3rd (1943) issue of The Produce News. See also Citrus Magazine, v. 6, No. 12, p. 3, June 1944, and "Economic Coverage of the Fair Labor Standards Act," by Harry Weiss, Quarterly Journal of Economics, May 1944.

[46] 12 LRR 377 (May 10, 1943) and 13 LRR 73 (September 20, 1943).

An election was directed and as a result, the union was certified by the National Labor Relations Board as bargaining agent for the Company's canning operations in the area, but the National Labor Relations Board refused to take jurisdiction over the farm workers who do the planting, cultivating, and harvesting of crops to be canned, on the ground that Section 2(3) of the National Labor Relations Act specifically excludes agricultural labor from the operations of that Act.

The union claimed that it was imperative that the War Labor Board take jurisdiction, as it must have the advantage of the Board's processes, which were set up to equalize the advantage lost to the unions when they gave up their right to strike under labor's no-strike pledge.

At the public hearing Chairman William H. Davis took the position that the War Labor Board's authority was broad enough to give it jurisdiction but that, whether the War Labor Board as a matter of policy should exercise its jurisdiction, might be a different question.

On October 26, a National War Labor Board release[47] stated that the Board would decline to accept jurisdiction of this dispute. In the opinion of the Board, "There can be no doubt that agriculture is vitally necessary to the successful prosecution of the war. ...It does not follow that all labor disputes affecting agricultural workers regardless of their cause, character, number of employees involved, and the improbability of their repercussions on adjacent or related war work are of the sort which may lead to substantial interference with the war effort."

In connection with the general question of jurisdiction, it was indicated that the War Labor Board considered limiting its jurisdiction, at least partially, over two types of labor dispute cases: (1) Those involving intrastate concerns, and (2) those in which the union involved has not been certified as lawful bargaining agent. One suggested limitation is that a finding of "substantial" interference with the war effort be a prerequisite to the taking of jurisdiction.

Campbell's (Chicago Plant)[48]

The National War Labor Board in a directive order dated August 4, 1943, directed the Campbell Soup Company and the United Cannery, Agricultural, Packing, and Allied Workers of America, CIO, to include standard voluntary maintenance-of-membership clauses in their contracts covering 4,500 workers at the Camden plant and 3,300 workers at the Chicago plant.

The union security clauses provided for a 15-day period after August 9, 1943, in which members of the union who did not wish to remain members for the duration of the contract could resign their membership. The Board also granted the check-off to both locals. Industry members dissented from the majority vote on both these issues.

A dispute between the company and the union at the Chicago plant over the right of union members to wear union insignia on the job was decided by the Board in favor of the union. The Board rejected the company's claim that wearing the insignia constituted a threat of contamination since union buttons or other devices might fall into the soup or other food being processed by union members. The union members were

[47] War Labor Board Press Release, October 26, 1943.

[48] National War Labor Board Press Release B-871, August 10, 1943.

granted the privilege of wearing union insignia but the type was to be decided upon through collective bargaining. If the company and the union could not agree on the kind of insignia to be worn, the matter was to be referred to arbitration.

On October 14 an agreement was reached permitting the wearing of the union buttons with jewelers' clasps for which the company will pay.[49]

Presentation of Grievances Must Not Exclude Union[50]

On the much debated question of the meaning of the grievance proviso of the Wagner Act, the general counsel of the Labor Relations Board issued an official interpretation under which the bargaining agent is made exclusive negotiator of grievances.

The proviso guarantees the right of individuals or groups of employees to present grievances to their employers despite the fact that the bargaining agent is the exclusive representative of all employees.

The clause has been interpreted by one court to mean that an employer may entertain grievances of employees outside the regular grievance procedure established by contract or may even set up an alternative procedure for use by individuals or groups.

The Board's interpretation rejects this view as in conflict with the purposes of the Wagner Act. It declares that the proviso means only that the employees individually or in groups may present the grievances but may not negotiate them when an exclusive bargaining agent exists. The union's representative, the Board stated, must be present to give his view of the subject of the grievance and negotiate a settlement.

EMPLOYMENT OF COLLECTIVE BARGAINING AGENTS BY MANAGEMENTS

Organization of employer unions to bargain with employee unions is an important development in the labor picture of the food-processing industry. Three of the west coast cooperative food-processing associations are represented by such bargaining agents. Tri-Valley Packing Association, at San Francisco, and Turlock Cooperative Growers, at Modesto, are represented by California Processors and Growers, Inc., and Washington Packers, Inc., Sumner, Washington, is represented by Associated Producers and Packers.

CALIFORNIA PROCESSORS AND GROWERS, INC.

This organization has its headquarters at Oakland, California. As the collective bargaining agent for and on behalf of its canning company members, it has a written agreement with the American Federation of Labor and the California State Council of Cannery Unions, as collective bargaining agents for and on behalf of those cannery workers' unions chartered by the American Federation of Labor. The membership of California Processors and Growers, Inc., as of July 1943, included 37 California food-processing companies including two cooperative associations. The "recognition" clause of this master agreement states:

> "The employer through its representative, California Processors and Growers, Inc., hereby agrees to recognize the Union through its representatives, California

[49] The Canner, v. 97, No. 22, October 30, 1943.
[50] 13 LRR 142 (October 4, 1943).

State Council of Cannery Unions and the American Federation of Labor, as the sole agency representing its employees for the purpose of collective bargaining. There shall be no discrimination of any kind against any employees on account of union affiliation or on account of bona fide union activity of such persons."

The "operation of agreement" clause states that:

"In addition to the operation of this master contract as an agreement between the collective bargaining agents of the Employers and the Unions above described, this contract shall operate as a direct agreement between individual employers and individual local unions as to named canning plants and named local unions, upon the execution of the attached forms of certificate setting forth the name of the employer, the location of the plant, and the name and charter number of the union concerned. The execution of such certificates shall bind the individual employers and individual Unions mutually concerned, for the plants and for the membership of the local Unions so named, as follows: The Employer will pay the wages herein specified and perform the agreements on its part as hereinafter set forth, and the Union through its membership, will do the work herein described and perform the agreements on its part as hereinafter set forth, each without limitation or reservation except as expressed hereinafter."

The agreement provides that the employer shall be the sole judge of the qualifications of its employees, but shall give preference in employment to unemployed members of the local union, provided they have the necessary qualifications and are available when new employees are to be hired. Unemployed members of the local union shall be required to present a clearance card evidencing paid-up membership. If union members are not available for such employment, the employer may hire any person not a member of the union provided that such person files an application for membership or in the case of an individual coming to work as a "volunteer" in support of the war effort, obtains an "emergency" card from the local union before being put to work. A written statement indicating that such application has been made or such "emergency" card has been issued is taken up by the employer and is returned to the union when the applicant is put to work. Applicants for membership must become full members of the local union within 10 days after their employment. Holders of "emergency" cards are not required to join the union but must maintain their status by payment of a small weekly fee.

The clause in the agreement covering opening and cessation of seasonal operations states:

"At the beginning of the operating season for processing perishable products, whether fruits or vegetables, and upon the resumption of operations during such operating season after any shut down lasting two weeks or more, the respective member plants of Employer will give the local Union office written notice of beginning or resuming operation equivalent in time to that given to registered workers on the seniority list of such plants, and at least 48 hours before such operations start, provided such information is available to the Employer in time to fulfill this requirement... Information concerning the probable or actual termination of any operating season, and of shut downs for substantial periods of time during such season, will be furnished to the local Union by the Employer when and to the extent that such information is available."

The work covered by this agreement includes all work performed in the employer's canneries and storehouses, warehouses, or labeling rooms or in sheds or lots adjacent thereto, where commodities or materials are processed or stored. Foremen or forewomen are not claimed by the union as being within its jurisdiction, and are not subject to the provisions of the agreement insofar as they apply to workers covered by the contract. Watchmen are covered by the agreement, provided, however, that the union does not claim such employees if they are deputized as peace officers (under which union membership would nullify their deputyships).

The agreement contains detailed provisions for hours of work, wages including schedules for specific jobs, vacation periods, students, and grievance procedures. Included in the master agreement is also a clause covering conflicting agreements, which states:

> "In the event that the American Federation of Labor or the California State Council of Cannery Unions, or any of the local unions, parties hereto, make any agreement with any employer, within the jurisdiction of any individual local union, party to this agreement, as such jurisdiction now exists, the Employer hereunder shall be entitled, within the area included under the jurisdiction of any local union which is a party hereto, to the benefit of any terms contained in such agreement which may be more favorable to the Employer thereunder than those set forth herein, notwithstanding the provisions of this contract. A copy of all such agreements shall be filed with the American Federation of Labor, the California State Council of Cannery Unions, and California Processors and Growers, Inc., at the time they become effective."

The term of this master agreement is to extend until March 1, 1945, provided, however, that either party may, by written notice given 15 days prior to December 31st of any subsequent year during its life, reopen the agreement for the adjustment of wages, hours, and working conditions. Any desired changes shall be reduced to writing and delivered to the other party prior to that time, and negotiations must start not later than the first business day in January next following receipt of such written notice and must be completed before March 1 of the same year. If no notice is given by either party to the other, then the terms of the agreement shall automatically be extended for an additional period of 1 year, and thereafter shall automatically be extended from year to year.

California Processors and Growers, Inc., issues at irregular but frequent periods a "Management Bulletin," to keep its members informed. These bulletins have included information on selective service, job instructor training, interpretations of Government regulations, clarifications of the labor agreement, and reports on the California Processors and Growers, Inc., recruiting programs.

In the spring of 1943,[51] the California Processors and Growers, Inc., representing 70 percent of the canning industry of central and northern California, faced what appeared then to be an unsurmountable task of recruiting sufficient labor to handle, by processing and canning, the vast fruit and vegetable crops maturing in that area. Drafting of 18-year-olds; steady year-round employment in other essential war industries; reclassification of many, including married men, and their absorption by the armed forces - all had drained the usual labor pool.

[51] The material on this campaign has been taken from "Report on Advertising and Publicity Campaign Conducted by Foote, Cone, and Belding to secure Labor for Canneries of California," November 1, 1943.

The decision was reached to put into operation an advertising and publicity campaign to make the public cannery-work conscious and to "sell" the idea that any person who volunteers to help for week ends, vacations, or full time, is serving his country in time of need.

Every wire service and publisher was sent an intimate letter outlining the problem and the seriousness of the situation. The first of a series of advertisements was then sent out. Others followed according to a well-timed schedule.

Personal calls were made upon news organizations and publishers shortly after they had received the letter notifying them of the contemplated drive. Then material for editorials, prepared editorials, news stories, photographs, and mats were mailed out. Additional visits, for the purpose of stimulating local publicity, were made during the 3 months' campaign, to areas where recruiting was falling behind.

Adopting the same approach as that made initially to news services and publishers, appeals were sent out for radio assistance. Hundreds of announcements were made over the various central and northern California stations and through a wide variety of programs. Interviews were arranged and special programs supplied. Several coast-to-coast networks also made mention of the urgency of the canners' appeal. Fifty-nine sponsored programs in California donated time to the drive.

All campaign activities were conducted in close cooperation with municipal, State, and Federal agencies interested in the problem. Meetings were held with the War Manpower Commission, Army officers, Wartime Harvest Council bodies, and all others interested in seeing the job done.

The fruit and vegetable crops of California were processed and packed with negligible losses. In July, when cannery advertising first appeared, 25,000 were employed in the canneries. In August, when peach canning was at its height, more than 82,000 persons were employed according to figures made public by the California Department of Labor Statistics. In September, advertising and publicity was stopped, as there was sufficient labor available to handle the large tomato crop. Between 60 and 65 percent of all persons who worked in the canneries in 1943 never had worked in a cannery before.

Associated Producers and Packers

This organization has its headquarters at Seattle, Washington. The business done by its member associations handling fruits and vegetables represents more than 95 percent of Western Washington tonnage. Its membership comes from the Puget Sound area, extending from Olympia, Washington, to Canada and west of the Cascade Mountains. Washington Packers, Inc., Sumner, Washington, a cooperative fruit and vegetable processing association, is a member of Associated Producers and Packers.

The master agreement states that it shall cover "all employees performing work in the employer's processing plants and warehouses...or in sheds or lots adjacent thereto where commodities are processed or stored." The clause on hiring of new employees states that:

> "The Company shall hire available workers who worked during the preceding season before hiring other workers. After the preceding season's payroll has been exhausted, the Company shall hire available members of the Union before hiring

workers who are not members of the Union, providing that members of the Union are available at the time of hiring. If Union members are not available, the Company may hire workers not members of the Union, subject, however, to such workers joining the Union or applying for Union permit within three days after date of employment."

A jurisdictional clause of the agreement states that:

"Notwithstanding any provision herein to the contrary, office employees, fieldmen, viner supervisors, superintendents, foremen and foreladies, regular weighmasters and sample graders, tenderometer operators and refrigeration operators are excluded from the terms of this agreement, except as hereinafter specifically provided or as may hereafter be mutually agreed upon by the Company and the Union. Refrigeration operators may perform work other than refrigeration work in the Employer's plant and warehouse."

The employer reserves the right in the agreement to discharge any person in its employ if incapable or incompetent and shall be the judge of competency. Provisions are given for holidays, hours of work, rates of pay, seniority rights, and working conditions for women. The clause covering the life of the agreement states that it shall remain in full force until March 1, 1944, and shall continue in effect from year to year thereafter, unless either party gives written notice on or before February 1.

Such notice shall state the sections desired to be changed and the proposed modifications. Only those sections so specified shall be open for negotiation. If a new or amended agreement is not reached by March 15, both the employer and the union will frame and sign a joint request to the Director of Conciliation of the United States Department of Labor for the services of a conciliator who shall attempt for not longer than 10 days to reach an agreement.

WORKING CONDITIONS IN COOPERATIVE FOOD PROCESSING ASSOCIATIONS

Information obtained from the 32 associations studied relative to various working conditions at their respective plants shows that 4 of the associations make some provisions for housing their employees. Of these, the Tri-Valley Packing Association with headquarters at San Francisco, California, provides housing for 150 persons during the operating season. The Florida Citrus Canners Cooperative at Lake Wales, Florida, purchased a tract of some 120 acres near the cannery and constructed thereon about 57 houses for its employees.

Increasing recognition of the importance of industrial feeding in maintaining the consistently high rates of production required for war materials is one byproduct of the successful prosecution of the war. It has been found that the desired rates of production can be maintained only by workers who have good health, physical stamina, and high morale. According to the National Research Council, "The improved health and morale of workers which result when inadequate diets are brought up to adequate levels may be translated into greater working efficiency, fewer absences from work, and a decrease in the number of accidents."[52] The Department of Agriculture also has recently issued a publication in which adequate meals are suggested for industrial workers.[53]

[52] The Food and Nutrition of Industrial Workers in Wartime. National Research Council. Reprint and Cir. Ser. 110, 17 pp., 1942. Washington, D. C.

[53] Planning Meals for Industrial Workers. U. S. Department of Agriculture, Food Distribution Administration, Nutrition and Food Conservation Branch. Cir. 2, 28 pp., 1943, Washington, D. C.

Six of the associations studied provide facilities of some kind for food. These facilities range from lunch stands, where sandwiches and soft drinks can be purchased, to full-fledged cafeterias, where hot meals are served. Arrangements for management of the cafeterias vary considerably, In one plant, the space for the cafeteria is provided by the association, but no control is maintained over the menus or prices. In another plant, the cafeteria is operated by members of the Home Economics Department of the State University and is an experimental project of the Department.

The ideal system for in-plant food service, recommended by the Committee on Nutrition in Industry of the National Research Council, is that "all cafeterias, kitchens, lunch stands, etc., should be under plant management and run on a nonprofit basis." The Council states further that "employing a well-trained dietitian to manage the cafeteria and supervise the marketing and menu-making would serve at the same time to increase the nutritional value of the meals and decrease the overhead."[52]

Of the associations studied, with one or two exceptions, provisions for specific rest periods during the day are made only by those which have entered into bargaining agreements with their employees. The usual clause covering rest periods in these agreements stipulates that a rest period of 10 minutes is to be permitted at the end of 2 hours of work. This clause also provides that no employee shall work over 5 hours without lunch. In a number of the plants, it was stated that rest periods could be taken as needed since the employees were working on piece work and their time was their own.

The seasonal nature of the food-processing operations of most of these plants results in wide variation in the number and length of shifts. In those plants where citrus concentrates or dehydrated products are being produced, operations are frequently continued through three 8-hour shifts. Length of shifts for fruit-and-vegetable cannery operations vary depending on how the products are running, because an attempt is usually made to process all the fruits or vegetables brought into the plant in a day. Also in the meat-packing plant surveyed, the shift lasts until all animals slaughtered during the day have been processed. Of the 25 associations from whom information was obtained on number of shifts, more than half run 2 shifts varying in length from 7 to 10 hours, during their peak operations. Only 4 of the associations indicated that shifts are rotated.

APPENDIX

DIRECTORY OF REGIONAL OFFICES OF GOVERNMENT AGENCIES DEALING WITH LABOR PROBLEMS
U. S. CONCILIATION SERVICE
U. S. Department of Labor

April 10, 1944

Director - John R. Steelman

Washington - Department of Labor Building
14th and Constitution Avenue

Region I:

Regional Director - H. R. Colwell

Regional Supervisors - George B. McGahan (New York, New York)
Justin McAghon (Philadelphia)
Wm. F. Burke (Boston)

Regional office:

New York - Parcel Post Building
10th Floor
341 Ninth Avenue

Branch offices:

Boston - 294 Washington Street
Room 1024

Philadelphia - 1619 Widener Building

Area covered:

New York, Pennsylvania, New Jersey, Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island

Regional representatives and offices:

(Serving as liaison men with the Regional War Labor Boards)

Boston - Ralph C. Hill
209 Washington Street

New York - Thomas G. Dougherty
220 E. 42nd Street

Philadelphia - Samuel M. Spencer
Room 424
Stephen Girard Bldg.

Region II:

Regional director - Clarence H. Williams

Regional supervisors - Clyde W. Deal (Atlanta)
Lucien F. Rye (Baltimore)

Regional office:
Atlanta - Ten Forsyth Street Building

Branch office:
Baltimore - 1200 Tower Building
222 East Baltimore Street

Field offices:
Birmingham - 1212 Comer Building

Chattanooga - 214 Federal Building

Houston - 710-12 Federal Office Bldg.

New Orleans - 1115 Richards Building

Richmond - State Capitol, Room 4
(Temporary while Legislature is in session:
Old Memorial Hospital Bldg.
Room 304
1203 E. Broad Street)

Dallas - Rio Grande National Bldg.
Room 201
1100 Main Street

Area covered:
Maryland, Delaware, District of Columbia, Virginia, North Carolina, South Carolina, Georgia, Alabama, Florida, Tennessee, Mississippi, Louisiana, Oklahoma, Texas, Puerto Rico, Virgin Islands, Panama Canal Zone.

Regional representatives and offices:
(Serving as liaison men with the Regional War Labor Boards)

Atlanta - D. K. Jones
Room 1308
Candler Building

Dallas - T. F. Morrow
9th Floor
New Mercantile Bank Bldg.

Region III:

Regional director - Edward J. Cunningham

Regional supervisors - Daniel F. Hurley (Cleveland)
John Q. Jennings (Detroit)

Regional office:
Cleveland - Federal Building
Room 258

Branch office:
Detroit - 321 Federal Building

Field office:
Cincinnati - 445 Post Office Building

Area covered:
Michigan, Ohio, Kentucky, West Virginia

Regional representatives and offices:
(Serving as liaison men with the Regional War Labor Boards)

Cleveland - Andrew A. Meyer
Guardian Building, 3rd Floor
629 Euclid Avenue

Detroit - E. M. Sconyers
Penobscot Building
2nd Floor

Region IV:

Regional director - E. P. Marsh

Regional supervisor - Wm. P. Halloran

Regional office:

San Francisco - Phelan Building
Room 533
Market & O'Farrell Streets

Branch office:

Seattle - 420 Seaboard Building

Field offices:
Denver - 502 Chamber of Commerce Building

Los Angeles - 1755 Federal Building

Portland - 303 Old U. S. Courthouse
520 Southwest Morrison Street

Region IV - continued

Area covered:
Washington, Oregon, California, Arizona, New Mexico, Nevada, Utah, Colorado, Idaho, Montana, Wyoming, Alaska, Hawaii

Regional representatives and offices:
(Serving as liaison men with the Regional War Labor Boards)

Denver - Frank J. Ashe
215 Kittredge Building

San Francisco - Jerome Kelleher
1355 Market Street

Seattle - H. H. Lewis
1411 Fourth Avenue Bldg.

Region V:

Regional director - E. R. McDonald

Acting regional supervisors - R. G. MacDonald
Clyde M. Mills

Regional office:
Chicago - Franklin-Adams Building
Room 375
222 West Adams Street

Branch office:
Kansas City - 1408 Fidelity Building

Field offices:
Des Moines - 401 Equitable Building

Indianapolis - 108 E. Washington Street
Room 1301

Milwaukee - 632 Federal Building

Minneapolis - 210 U. S. Courthouse

St. Louis - Room 400, Old Customhouse
8th & Olive Street

Area covered:
Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, Arkansas, North Dakota, South Dakota, Nebraska, Kansas

Regional representatives and offices:
(Serving as liaison men with the Regional War Labor Boards)

Region V - continued

Regional representatives and offices:

Chicago - Herbert Jarrett
McCormick Building
332 S. Michigan Avenue

Kansas City - H. Arnold Griffith
2403 Fidelity Building

Arbitration:
Chief of Division - E. T. Bell

Washington - Department of Labor Building
14th and Constitution Avenue

Technical services:
Chief of Division - Walter Taylor

Washington - Department of Labor Building
14th and Consitiution Avenue

Liaison office:
Liaison Officer - Charles T. Estes

Washington - Department of Labor Building
14th and Constitution Avenue

NATIONAL LABOR RELATIONS BOARD[1]

Washington, D. C.

July 27, 1944

1st Region, Boston 8, Mass. Old South Building	Director, A. Howard Myers Attorney, Samuel G. Zack
2nd Region, New York 5, N. Y. 120 Wall Street	Director, Charles T. Douds Attorney, Alan F. Perl
3rd Region, Buffalo 2, N. Y. Genesee Bldg., 1 W. Genesee St.	Director, Meyer S. Ryder Attorney, Peter J. Crotty
4th Region, Philadelphia 7, Pa. 1500 Bankers Securities Bldg.	Director, Fred G. Krivonos Attorney, Geoffrey J. Cunniff
5th Region, Baltimore 2, Md. 601 American Bldg.	Director, Ross M. Madden Attorney, Earle K. Shawe
6th Region, Pittsburgh 22, Pa. 2107 Clark Building	Director, John F. LeBus Attorney, W. G. Stuart Sherman
7th Region, Detroit 26, Mich. 1332 National Bank Bldg.	Director, Frank H. Bowen Attorney, Harold A. Cranefield
8th Region, Cleveland 13, Ohio 713 Public Square Bldg.	Director, Walter E. Taag Attorney, Thomas E. Shroyer
9th Region, Cincinnati 2, Ohio Ingalls Bldg., 4th & Vine Sts.	Director, Martin Wagner Attorney, Louis Penfield
10th Region, Atlanta 3, Ga. 10 Forsyth St. Bldg.	Director, Howard F. LeBaron Attorney, Paul S. Kuelthau
13th Region, Chicago 3, Ill. Midland Bldg., Room 2200 176 West Adams St.	Director, George J. Bott Attorney, Jack G. Evans
14th Region, St. Louis 1, Mo. Int'l Bldg., Chestnut & 8th Sts.	Director, Wm. F. Guffey, Jr. Attorney, Helen Humphrey
15th Region, New Orleans 12, La. 820 Richards Building	Director, Charles H. Logan Attorney, LeRoy Marceau

[1] Because of its decreased staff, the Board has abolished its Regional Offices at Denver, Milwaukee, and Indianapolis, and has divided the areas formerly served by these offices among the adjoining Regions. The Board having dropped the 11th and 12th regional offices, now maintains 19 Regional offices, and 2 territoral offices at San Juan, P. R., and Honolulu, T. H.

16th Region, Fort Worth 2, Texas Federal Court Building	Director, Edwin A. Elliott Attorney, Elmer P. Davis
17th Region, Kansas City 6, Mo. 903 Grand Ave., Temple Bldg.	Director, Hugh E. Sperry Attorney, Robert Fousek
18th Region, Minneapolis 4, Minn. Wesley Temple Building	Director, James M. Shields Attorney, Stephen M. Reynolds
19th Region, Seattle 1, Wash. 806 Vance Building	Director, Thomas P. Graham, Jr. Attorney, William A. Babcock, Jr.
20th Region, San Francisco 3, Calif. 1095 Market Street	Director, Joseph E. Watson Attorney, John P. Jennings
21st Region, Los Angeles 14, Calif. 111 West 7th Street	Director, Stewart Meacham Attorney, Maurice J. Nicoson
23rd Region, Honolulu 2, T. H. 341 Federal Building	Director, Arnold L. Wills
24th Region, San Juan 22, Puerto Rico Post Office Box 4507	Director, James R. Watson

WAR LABOR BOARD
NWLB DIVISION OF PUBLIC INFORMATION
OCTOBER 4, 1944

Region	Address	Territory covered
1	209 Washington Street Boston 8, Massachusetts	Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island
2	220 East 42nd Street New York 17, New York	New York and following counties of New Jersey: (Sussex, Passaic, Bergen, Warren, Morris, Monmouth, Essex, Hudson, Middlesex, Union, Somerset, and Hunterdon)
3	Rm. 407, Stephen Girard Bldg. 21 S. 12th Street Philadelphia 7, Pennsylvania	Pennsylvania, Delaware, Maryland, Washington, D.C., and southern counties of New Jersey
4	Post Office Box 1322 Atlanta 1, Georgia	Georgia, North Carolina, South Carolina, Florida, Tennessee, Alabama, Mississippi, and Virginia
5	Third Floor, Guardian Bldg. 629 Euclid Avenue Cleveland 1, Ohio	Ohio, West Virginia, and Kentucky
6	Room 553, 222 West Adams St. Chicago 6, Illinois	Indiana, Wisconsin, Minnesota, North Dakota, South Dakota, and Illinois
7	Room 1100, Fidelity Bldg. 911 Walnut Street Kansas City 6, Missouri	Missouri, Arkansas, Nebraska, Kansas, and Iowa
8	Mercantile Bank Building Post Office Box 5281 Dallas 2, Texas	Texas, Louisiana, and Oklahoma
9	Room 300 Paramount Building Denver 2, Colorado	Colorado, New Mexico, Montana, Wyoming, Utah, Idaho
10	1355 Market Street San Francisco 3, California	California, Nevada, and Arizona
11	Room 230, Penobscot Bldg. Detroit 26, Michigan	Michigan
12	2nd Floor, 1411 4th Ave. Seattle 1, Washington	Washington, Oregon, and Alaska

REGIONAL, BRANCH, AND FIELD OFFICES OF WAGE AND HOUR
AND PUBLIC CONTRACTS DIVISIONS
U. S. DEPARTMENT OF LABOR
MAY 1944

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
		ALABAMA		
BIRMINGHAM				
Regional	Joseph C. Noah	Regional Director	1007	Comer Bldg., 2nd Ave. and 21st St.
Branch	William L. Crunk, Jr. (Acting)	Supervising Inspector	1908	Comer Bldg., 2nd Ave. and 21st St.
		ALASKA		
JUNEAU				
Field	Michael J. Haas	Territorial Representative	411	Territorial Post Office Bldg.
		ARIZONA		
PHOENIX				
Field			200	U. S. Courthouse
		ARKANSAS		
NORTH LITTLE ROCK				
Field			207-209	U. S. Post Office
		CALIFORNIA		
LOS ANGELES				
Branch	John A. Stellern	Supervising Inspector	417	H.W. Hellman Bldg. Spring and Eburth Sts.
OAKLAND				
Field			623	Broadway Bldg., Corner Bdwy., 14th, and San Pablo Ave.
SAN FRANCISCO				
Regional	Wesley O. Ash	Regional Director	500	Humboldt Bank Bldg., 785 Market St.
		COLORADO		
DENVER				
Branch	Henry M. Roberts	Supervising Inspector	300	Chamber of Commerce Bldg., 1726 Champa St.

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
CONNECTICUT				
HARTFORD				
Field			415-416	Essex Bldg., 15 Lewis St.
NEW HAVEN				
Field				1044 Chapel St., Wentworth Bldg.
DELAWARE				
NONE				
DISTRICT OF COLUMBIA				
WASHINGTON, D. C.				
DISTRICT OF COLUMBIA MINIMUM WAGE BOARD - COOPERATING STATE AGENCY				
Liaison	Elizabeth Champe	Executive Secretary	4050	New Municipal Center Bldg.
FLORIDA				
JACKSONVILLE				
Branch	Jack H. Jones	Supervising Inspector	456	New Post Office Bldg.
GEORGIA				
ATLANTA				
Regional	Dr. James G. Johnson	Regional Director	402	Carl Witt Bldg., 249 Peachtree St., NE.
HAWAII				
NONE				
IDAHO				
BOISE				
Field			404	Federal Bldg.

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
		ILLINOIS		
CENTRALIA				
Field			9-10	New City Hall
CHICAGO				
Regional	Thomas D. O'Malley	Regional Director	1200	Mdse. Mart, 222 West North Bank Drive
PEORIA				
Field			51	Post Office Bldg.
		INDIANA		
INDIANAPOLIS				
Field			1301	108 East Washington St.
		IOWA		
DES MOINES				
Field			413	Old Federal Bldg.
		KANSAS		
WICHITA				
Field			602	Schweiter Bldg.
		KENTUCKY		
LOUISVILLE				
Field			609	Republic Bldg.
		LOUISIANA		
NEW ORLEANS				
Branch	J. Sidney Gonsoulin	Supervising Inspector	916	Richards Bldg. 837 Gravier St.
		MAINE		
PORTLAND				
Field			309	Federal Bldg.
		MARYLAND		
BALTIMORE				
Branch	John F. Woods	Supervising Inspector	408	Old Town Bank Bldg., Fallsway & Gay Sts.

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
		MASSACHUSETTS		
BOSTON				
Regional	Leo A. Gleason	Regional Director		Old South Bldg. 294 Washington St.
SPRINGFIELD				
Field			332	Federal Bldg.
WORCESTER				
Field			501	Federal Bldg.
		MICHIGAN		
DETROIT				
Branch	Harry A. Reifin	Supervising Inspector	1200	Francis Palms Bldg., 2111 Woodward Ave.
GRAND RAPIDS				
Field			1208-10	Peoples Bank Bldg., 60 Monroe Ave.
MARQUETTE				
Field			325	Federal Bldg.
		MINNESOTA		
MINNEAPOLIS				
Regional	L. A. Hill	Regional Director	406	Pence Bldg., 730 Hennepin Ave.
ST. PAUL				
		DEPARTMENT OF LABOR AND INDUSTRY, INDUSTRIAL COMMISSION OF MINNESOTA COOPERATING STATE AGENCY		
Liaison	J. D. Williams	Commissioner	137	State Office Bldg.
		MISSISSIPPI		
JACKSON				
Branch	Floyd A. Powell (Acting)	Supervising Inspector	405	Deposit Guaranty Bank Bldg., 102 N. Lamar St.

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
		MISSOURI		
KANSAS CITY				
Regional	Walter W. King	Regional Director	3000	Fidelity Bldg., 911 Walnut St.
ST. LOUIS				
Branch	Earl V. Powers	Supervising Inspector	316	Old Customs House, 815 Olive St.
		MONTANA		
BUTTE				
Field			206	Lewisohn Bldg., S. E. Corner Granite and Hamilton Sts.
		NEBRASKA		
OMAHA				
Field			214-218	Post Office Bldg.
		NEVADA		
RENO				
Field			150	North Virginia St.
		NEW HAMPSHIRE		
MANCHESTER				
Field			207	Post Office Bldg.
		NEW JERSEY		
CAMDEN				
Field				Broadway-Stevens Bldg., 300 Broadway
NEWARK				
Branch	Thomas F. Mulhern	Supervising Inspector	930	Essex Bldg., 31 Clinton St.
SUMMIT				
NONE				

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
NEW MEXICO				
ALBUQUERQUE				
Field			11	Gas and Electric Bldg., 418-422 West Central Ave.
NEW YORK				
ALBANY				
Field				Home Savings Bank Bldg., 11 N. Pearl St.
BUFFALO				
Field			17	Court Street Bldg., 17 Court Street
NEW YORK				
Regional	Arthur J. White	Regional Director		Parcel Post Bldg., 341 Ninth Ave.
ROCHESTER				
Field			504	Exchange Bldg., 16 State St.
SYRACUSE				
Branch	Joseph F. Morrison (Acting)	Supervising Inspector	304	State Tower Bldg.
NORTH CAROLINA				
RALEIGH	NORTH CAROLINA DEPARTMENT OF LABOR - COOPERATING STATE AGENCY			
Liaison	Mrs. Pauline W. Horton	Federal Representative		Salisbury and Edenton Sts.
NORTH DAKOTA				
FARGO				
Field			306	First National Bank Bldg.

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
		OHIO		
CINCINNATI				
Branch	Paul Engle	Supervising Inspector	1312	Traction Bldg. 5th & Walnut Sts.
CLEVELAND				
Regional	Grace G. Glascott	Regional Director	4094	Main Post Office, West Third and Prospect Ave.
COLUMBUS				
Field			414	New Federal Bldg.
TOLEDO				
Field			8	Old Federal Bldg.
		OKLAHOMA		
OKLAHOMA CITY				
Field			1004-6	Petroleum Bldg., Corner 2nd and Robinson
TULSA				
Field				National Mutual Casualty Bldg., 619 S. Main St.
		OREGON		
EUGENE				
Field				U.S.E.S. Office, 1133 S. Williamette St.
PORTLAND				
Branch	Charles H. Elrey	Supervising Inspector	208	Old U.S. Courthouse
		PENNSYLVANIA		
ERIE				
Field			127	Federal Bldg.
PHILADELPHIA				
Regional	Frank J. G. Dorsey	Regional Director	1216	Widener Bldg., Chestnut & Juniper Sts.
PITTSBURGH				
Branch	Stanton W. B. Wood	Supervising Inspector		Clark Bldg., Liberty Ave. & 7th St.

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
		PUERTO RICO		
MAYAGUEZ Territorial	Adolfo Rodriguez-Rivera	Inspector		P. O. Box 733
SAN JUAN Territorial	Russell Sturgis	Territorial Representative		P. O. Box 112
		RHODE ISLAND		
PROVIDENCE Field			208-210-212	Customhouse Bldg., Weybossett St.
		SOUTH CAROLINA		
COLUMBIA Branch	John M. Bean, Jr.	Supervising Inspector		Federal Land Bank Bldg., Hampton and Marion Sts.
		SOUTH DAKOTA		
NONE				
		TENNESSEE		
CHATTANOOGA Field			901	Volunteer State Life Bldg.
KNOXVILLE Field				Post Office Bldg.
MEMPHIS Field				430 Dermon Bldg.
NASHVILLE Regional	William M. Eaves	Regional Director	509	Medical Arts Bldg.

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
		TEXAS		
BEAUMONT Field			307	U. S. Post Office and Courthouse
DALLAS Regional	Russell L. Kingston	Regional Director		Rio Grande Natl. Bldg., 1100 Main St.
FORT WORTH Field			308A-308B	U. S. Courthouse
HOUSTON Field			616	Federal Office Bldg.
SAN ANTONIO Field			511	Federal Bldg.
		UTAH		
SALT LAKE CITY Field			211	Boston Bldg.
		VERMONT		
RUTLAND Field			308	Post Office Bldg.
		VIRGINIA		
RICHMOND Regional	W. C. Cole	Regional Director	215	Richmond Trust Bldg., 627 East Main St.
		WASHINGTON		
SEATTLE Branch	Walter T. Neubert	Supervising Inspector	305	Post Office Bldg., 3rd Ave. and Union St.
SPOKANE Field			328	Hutton Bldg.

OFFICE	PERSON IN CHARGE	TITLE	ROOM NO.	ADDRESS
WEST VIRGINIA				
CHARLESTON				
Field				805 Peoples Bldg.
WISCONSIN				
MADISON				
Field				303 Post Office Bldg.
MILWAUKEE				
Field				450-452 Federal Bldg.
WYOMING				
NONE				